



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

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LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

January 29, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012  
Dear Supervisors:

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **DEPARTMENT OF PUBLIC WORKS: AS-NEEDED HEATING, VENTILATION, AND AIR CONDITIONING SERVICES AT NORTH COUNTY AREA FACILITIES (SUPERVISORIAL DISTRICT 5) (3 VOTES)**

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act.
2. Award the contracts for As-Needed Heating, Ventilation, and Air Conditioning Services at North County Area Facilities in an annual aggregate sum not to exceed \$35,000 to Johnson Controls, Inc., located in Whittier, California, and Western Mechanical, Inc., located in Santa Clarita, California. These contracts will be for a term of one year commencing on February 8, 2008, or date of Board approval, whichever comes later, with two 1-year renewal options, not to exceed a total contract period of three years.
3. Authorize the Director of Public Works or his designee to annually increase the contract amount up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

4. Authorize the Director of Public Works or his designee to execute these contracts; to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works, the contractors have successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide as-needed and intermittent service and maintenance for heating, ventilation, and air conditioning systems at the Department of Public Works (Public Works) facilities throughout the North County area. Public Works has contracted these services since 2001.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) and Organizational Effectiveness (Goal 3). Having contractors that have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. The contracts are for an annual aggregate amount not to exceed \$35,000, plus 25 percent for unforeseen, additional work within the scope of the contract. This amount is based on the unit prices quoted by the contractor and our estimated annual utilization of the contractor's services.

Financing for these services is included in various Fiscal Year 2007-08 Funds. When the need arises for services under these contracts, financing the required services will be made from the appropriate fund source. Total annual expenditures for these services, however, will not exceed the contract amounts approved by your Board, and no services will be ordered without the funding authorization of Public Works' Financial Management Branch. Funds to finance the contracts' optional years will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The agreements will be in the form previously reviewed and approved by County Counsel (Attachment A). The recommended contracts with Johnson Controls, Inc., located in Whittier, California, and Western Mechanical, Inc., located in Santa Clarita, California, were solicited on an open competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractors are in compliance with the Chief Executive Officer's and your Board's requirements.

These contracts contain terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN/GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; and the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractors are Johnson Controls, Inc., and Western Mechanical, Inc. These contracts will commence on February 8, 2008, for a period of one year. With your Board's delegated authority, the Director of Public Works may renew these contracts for two 1-year renewal options, not to exceed a total contract period of three years.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on October 3, 2007, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

These contracts include a cost-of-living adjustment provision in accordance with your Board Policy, which was approved on January 29, 2002.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of CEQA.

### **CONTRACTING PROCESS**

On October 3, 2007, Public Works solicited proposals from 144 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On October 31, 2007, four proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposer was rejected for failing to provide the required information as stated in Part 1, Section 2, of the RFP. The proposer did not submit a work plan, experience narrative, proof of insurance, Contractors License, and Environmental Protection Agency certification. The remainder of the proposals having met these requirements were evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references. Based on this evaluation, Public Works recommends awarding the contracts to the two highest-rated, responsive, and responsible proposers, Johnson Controls, Inc., and Western Mechanical, Inc. Public Works believes that having two proposers will ensure adequate and reliable availability of coverage. As the need for work arises, work will be assigned to the highest-rated contractor first. If that contractor is unavailable to perform the work within Public Works' established time frame, the second highest-rated contractor listed will be offered the work.

The Honorable Board of Supervisors  
January 29, 2008  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a horizontal line.

WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DLW  
GZ:dw

Attachments (2)

c: County Counsel  
Department of Public Works (Operational Services)

## ATTACHMENT A

### SAMPLE AGREEMENT FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SERVICES AT NORTH COUNTY AREA FACILITIES (2007-AN068)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [NAME OF CONTRACTOR], a [Form of Entity], (hereinafter referred to as CONTRACTOR).

#### WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on October 31, 2007, hereby agrees to provide services as described in the attached specifications for Heating, Ventilation, and Air Conditioning (HVAC) Services at North County Area Facilities (2007-AN068), including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all contractors providing service under this Program an aggregate annual amount to exceed \$35,000(Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: As part of the evaluation process relative to this Contract solicitation, the COUNTY determined that Public Works will request services on an as-needed basis. Consideration will be given sequentially to the two successful Contractors, by placing them on a list according to rank determined by the selection process as described in Part I, Section 4, Evaluation of Proposals; Award and Execution of Contract of the Request for Proposals, with the highest-rated Contractor placed first and the next highest-rated Contractor placed second. As the need for work arises, the Contract Manager will assign the work starting with the highest-rated Contractor. If that Contractor is unavailable to perform the work within Public Works' established time frame, the next highest-rated Contractor listed will be offered the work. Since this work is as-needed in nature, there is no guarantee of work. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the

## ATTACHMENT A

performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing on February 8, 2008. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

SIXTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the [hourly rates and/or unit prices] quoted in Form PW-2, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

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## ATTACHMENT A

**ELEVENTH:** The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through D, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

**ATTACHMENT A**

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

**ATTACHMENT B**

Award information has not been added at this time.

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**Bid Information**

**Bid Number :** PW-ASD 692

**Bid Title :** AS-NEEDED HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SERVICES AT NORTH COUNTY AREA FACILITIES (2007-AN068)

**Bid Type :** Service

**Department :** Public Works

**Commodity :** AIR CONDITIONERS (COOLING AND COOLING/HEATING TYPES): WINDOW AND WALL MOUNTED, AND PARTS AND ACCESSORIES NOT INDIVIDUALLY ITEMIZED

**Open Date :** 10/3/2007

**Closing Date :** 10/17/2007 10:00 AM

**Notice of Intent to Award :** [View Detail](#)

**Bid Amount :** \$ 35,000

**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Heating, Ventilation, and Air Conditioning (HVAC) Services at North County Area Facilities (2007-AN068). The total annual contract amount of this service is estimated to be \$35,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/hvacnorth.pdf> or from Ms. Lorena Calderon at (626) 458 4169, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, possessing a Specialty Contractor's Class C license and EPA Universal Certification in Refrigerant Transition and Recovery issued by the State of California.

A Proposers' Conference will be held on Wednesday, October 17, 2007, at 10 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, October 31, 2007, at 5:30 p.m. Please direct your questions to Ms. Calderon at the number above.

**Contact Name :** Lorena Calderon

**Contact Phone# :** (626) 458-4169

**Contact Email :** [lcalderon@dpw.lacounty.gov](mailto:lcalderon@dpw.lacounty.gov)

**Last Changed On :** 10/3/2007 10:20:11 AM

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